

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT

Plaintiff

v.

RAMONA RIVERA MONSERRATE,
ELMA IRIS RIVERA MONSERRATE,
VICTOR MANUEL RIVERA MONSERRATE,
JUANA DELIA RIVERA MONSERRATE,
JOSE RAMON RIVERA MORALES and
ANGEL LUIS RIVERA MORALES as known
heirs of the Estate of RAMON RIVERA DIAZ
a/k/a RAMON RIVERA;
JOSE RAMON RIVERA MORALES and
ANGEL LUIS RIVERA MORALES as known
heirs of the Estate of MONSERRATE
MORALES HIBELL a/k/a MONSERRATE
MORALES; JOHN DOE AND JANE DOE as
unknown heirs of said Estates

Defendants

CIVIL NO.

Re: Foreclosure of Mortgage;
Collection of Money

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States Department of Housing and Urban Development, through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Sec. 1345, since plaintiff is an agency of the United States of America.
2. Plaintiff, which is organized and exists under the provisions of the Housing and Urban

Development Act of 1965, 42 U.S.C. §3101 et seq., is the owner and holder of 2 promissory notes that affect the property described further below.

3. The first promissory note was executed for **\$170,000.00**, with annual interest of 7%, dated on April 20, 2006. *Exhibit 1*.
4. To secure the reverse mortgage obligation of said promissory note, a first mortgage deed was executed on the same date, under the terms and conditions stipulated and agreed therein, through deed No. 123. *Exhibit 2*.
5. Also on April 20, 2006, a second note -for the same amount and interest of the first note- and a second mortgage deed were executed in favor of plaintiff as part of the transaction. *Exhibits 3 and 4*.
6. The cosigners of the above-mentioned instruments -Mr. Ramón Rivera Diaz a/k/a Ramón Rivera and Monserrate Morales Hibell a/k/a Monserrate Morales passed away. *Exhibits 5 and 6*.
7. Accordingly, the defendant party is composed by RAMONA RIVERA MONSERRATE, ELMA IRIS RIVERA MONSERRATE, VICTOR MANUEL RIVERA MONSERRATE, JUANA DELIA RIVERA MONSERRATE, JOSE RAMON RIVERA MORALES and ANGEL LUIS RIVERA MORALES as known heirs of the Estate of RAMON RIVERA DIAZ a/k/a RAMON RIVERA; JOSE RAMON RIVERA MORALES and ANGEL LUIS RIVERA MORALES as known heirs of the Estate of MONSERRATE MORALES HIBELL a/k/a MONSERRATE MORALES; JOHN DOE AND JANE DOE as unknown heirs of said Estates.
8. As stated by *P.R. Laws Ann.*, Article 1,578, (Sec. 11,021), within 30 days after service of summons, said heirs shall either accept or reject their shares on the estates above-

mentioned.

9. The defendant party has breached the Home Equity Conversion Mortgage in reference. As stated in the agreements, the mortgage loan will become due and payable after the death of the surviving original debtor. Accordingly, after the death of Mr. Ramón Rivera Diaz a/k/a Ramón Rivera and Ms. Monserrate Morales Hibell a/k/a Monserrate Morales, the loan was declared due and enforceable.
10. Therefore, the agreements are due in full, with a balance of **\$409,085.27**, as to June 6, 2024, including the principal balance of \$100,282.83, other charges and interests of 7%, at a rate of \$84.06 per day. Said debt will continue increasing until its full satisfaction. *Exhibit 7 (Certificate of Indebtedness)*.
11. The obligation evidenced by the aforementioned notes is secured by the following property, recorded before the PR Property Registry as follows, in the original Spanish language:

RUSTICA: Parcela de terreno radicada en el Barrio Piñas de Toa Alta, Puerto Rico, con una cabida superficial de tres mil novecientos treinta y cinco metros cuadrados con quinientos treinta milésimas de otro (3,935.530 mc) y el lindes, por el NORTE, en una distancia de cincuenta y dos metros lineales con cuarenta céntimos (52.40 m) de otro con terrenos de la Central Juanita; por el SURESTE, en una distancia de setenta y dos metros lineales con cincuenta y nueve céntimos de otro (72.59 m) con la parcela marcada con la letra A del propio plano de inscripción de Feliciano Colón; por el NOROESTE, en una distancia de setenta y ocho metros lineales con seis céntimos de otro (78.06 m) con terrenos de la finca principal propiedad del señor Feliciano Colón, y; por el SUROESTE, que es su frente, en una distancia de treinta y dos metros lineales con cuarenta céntimos de otro (32.40 m) con la parcela marcada bajo la letra C del propio plano de inscripción que queda dedicada a única y exclusivamente a uso público.

PROPERTY NO. 2,279, recorded at page 216 of volume 55 of Toa Alta, Property Registry of Puerto Rico, Section III of Bayamón. *Exhibit 8*.

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

- a) That defendants breached the contractual obligations claimed in this complaint;
- b) All legal rights, titles and interests which the defendants may have in the property

described in this complaint and any building or improvement thereon, be sold at public auction, as part of the judicial foreclosure of the mortgage liens securing each loan obligation;

- c) That the defendants and all persons claiming or who may claim by, from or under them, be absolutely barred and foreclosed from all rights and equity of redemption in and to said loan security;
- d) If the proceeds of said sale exceeds the sum of money to be paid to the plaintiff as aforesaid, any such excess be deposited with the Clerk of this Court, subject to further orders from the Court;
- e) Once the property is auctioned and sold, it is requested to the Clerk of this Court to issue a writ addressed to the Registry of the Property, ordering the cancellation of the foreclosed mortgage(s) and of any other junior liens recorded therein;
- f) For such further relief as in accordance with law and equity may be proper.

In San Juan, Puerto Rico, this 16th day of July, 2025.

/s/ Juan Carlos Fortuño Fas
JUAN CARLOS FORTUÑO FAS
USDCPR 211913

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